

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, 2010

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 February 26, 2010, the Compensation Committee (the "Committee") of TriMas Corporation (the "Corporation") granted a special one-time cash award to David Wathen, the Corporation's President and Chief Executive Officer, and A. Mark Zeffiro, the Corporation's Chief Financial Officer, in recognition of their leadership and performance. The Committee awarded Mr. Wathen the amount of \$150,000 and Mr. Zeffiro the amount of \$50,000, less applicable employment taxes and withholdings. The terms of the cash awards require Messrs. Wathen and Zeffiro to purchase during the first open trading window a number of shares of the Corporation's common stock equivalent in value to the amount of their respective cash award on an after tax basis.

On February 26, 2010, the Committee, in connection with the 2002 and 2006 TriMas Corporation Long Term Equity Incentive Plans, approved the Long Term Equity Incentive Plan Non-Qualified Stock Option Agreement, Long Term Equity Incentive Plan Restricted Share Award Agreement and Long Term Equity Incentive Plan Restricted Stock Unit Agreement, each in the form attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Long Term Equity Incentive Plan Non-Qualified Stock Option Agreement
10.2	Long Term Equity Incentive Plan Restricted Share Award Agreement
10.3	Long Term Equity Incentive Plan Restricted Stock Unit Agreement

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.

Date: March 4, 2010

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Vice President, General Counsel and Secretary

TRIMAS CORPORATION
2002 LONG TERM EQUITY INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT

TriMas Corporation (the "Corporation"), as permitted by the TriMas Corporation 2002 Long Term Equity Incentive Plan (the "Plan"), hereby grants to Optionee listed below ("Optionee"), a Non-Qualified Stock Option to purchase the number of shares of the Corporation's Common Stock set forth below, subject to the terms and conditions of the Plan and this Stock Option Agreement.

Unless otherwise defined herein, the terms defined in the Plan have the same defined meanings in this Stock Option Agreement. The term "Service Provider" as used in this Stock Option Agreement means an individual actively providing services to the Corporation or a Subsidiary.

I. NOTICE OF NON-QUALIFIED STOCK OPTION GRANT

Optionee:

Date of Stock Option Agreement:

Date of Grant:

Vesting Commencement Date:

Exercise Price per Share:

Total Number of Shares Granted:

Term/Expiration Date:

Type of Option: **Non-Qualified Stock Option**

Vesting Schedule: The Shares subject to this Option vest and become exercisable with respect to 33 1/3% of the Shares subject to this Option on each of the first three anniversaries of the Date of Grant, subject to Optionee's continued status as a Service Provider through each vesting date.

Termination Period: Except in the event of a termination of Optionee's service by the Corporation for Cause, this Option may be exercised, to the extent vested, for 90 days after Optionee ceases to be a Service Provider, or any longer period as may be applicable upon the death or disability of Optionee as provided in this Stock Option Agreement, but in no event later than the Expiration Date provided above. If Optionee's service with the Corporation is terminated by the Corporation for Cause, the Option terminates without

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consideration with respect to all Shares (whether vested or unvested) as of the start of business on the date of the termination.

II. AGREEMENT

A. Grant of Option. The Corporation hereby grants to Optionee an Option to purchase the number of Shares set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"). Notwithstanding anything to the contrary anywhere else in this Stock Option Agreement, the Option is subject to the terms, definitions and provisions of the Plan, which is incorporated herein by reference. This Option is not intended to constitute an incentive stock option under Section 422 of the Code.

B. Exercise of Option. This Option is exercisable as follows:

(1) Right to Exercise.

(a) This Option is exercisable cumulatively according to the vesting schedule set forth in the Notice of Grant. For purposes of this Stock Option Agreement, Shares subject to this Option vest based on Optionee's continued status as a Service Provider.

(b) This Option may not be exercised for a fraction of a Share.

(c) In the event of Optionee's death, disability or other termination of Optionee's status as a Service Provider, the exercisability of the Option shall be governed as set forth in E through H below.

(d) In no event may this Option be exercised after the Expiration Date set forth in the Notice of Grant.

(2) Method of Exercise. This Option is exercisable by written notice (substantially in the form attached as Exhibit A). The notice must state the number of Shares for which the Option is being exercised and contain other representations and agreements with respect to the Shares as may be required by the Corporation under the provisions of the Plan. The notice must be signed by Optionee and must be delivered in person or by certified mail

to the General Counsel of the Corporation. The notice must be accompanied by payment of the Exercise Price plus payment of any applicable income and employment withholding taxes. This Option is deemed to be exercised upon receipt by the Corporation of the written notice accompanied by the Exercise Price and payment of any applicable withholding taxes.

No Shares will be issued pursuant to the exercise of the Option unless the issuance and exercise comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares will be considered transferred to Optionee on the date on which the Option is exercised with respect to the Shares.

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C. Method of Payment. Payment of the Exercise Price must be by any of the following, or a combination of the following, at the election of the Optionee:

- (1) cash;
- (2) check;
- (3) with the consent of the Administrator, surrender of outstanding Shares with a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Shares with respect to which the Option is being exercised;
- (4) with the consent of the Administrator, delivery to the Corporation of a properly executed exercise notice, together with irrevocable instructions to the Optionee's broker to deliver to the Corporation sufficient cash to pay the Exercise Price and applicable withholding, in accordance with a written agreement between the Corporation and the broker;
- (5) with the consent of the Administrator, property of any kind that constitutes good and valuable consideration; or
- (6) with the consent of the Administrator, any combination of the foregoing methods of payment.

D. Restrictions on Exercise. If the issuance of Shares upon exercise or if the method of payment for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, the Option may not be exercised. The Corporation may require Optionee to make any representation and warranty to the Corporation as may be required by any applicable law or regulation before allowing the Option to be exercised.

E. Termination of Relationship. If Optionee ceases to be a Service Provider (other than by reason of a termination by the Corporation for Cause or Optionee's death or the total and permanent disability of Optionee as defined in Code Section 22(e)(3)), to the extent vested as of the date on which Optionee ceases to be a Service Provider (taking into consideration any vesting that may occur in connection with such termination), the Option remains exercisable for 90 days following the date of termination (but in no event later than the Expiration Date set forth in the Notice of Grant). To the extent that the Option is not vested as of the date on which Optionee ceases to be a Service Provider, or if Optionee does not exercise the Option within the time specified herein, the Option terminates.

F. Termination for Cause. If Optionee ceases to be a Service Provider by reason of a termination by the Corporation for Cause, the Option terminates as of the start of business on the date of Optionee's termination, regardless of whether the Option is then vested and/or exercisable with respect to any Shares.

G. Disability of Optionee. If Optionee ceases to be a Service Provider as a result of total and permanent disability as defined in Code Section 22(e)(3), the Option, to the extent

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vested as of the date on which Optionee ceases to be a Service Provider, remains exercisable for 12 months from that date (but in no event later than the Expiration Date set forth in the Notice of Grant). To the extent that the Option is not vested as of the date on which Optionee ceases to be a Service Provider, or if Optionee does not exercise the Option within the time specified herein, the Option terminates.

H. Death of Optionee. If Optionee ceases to be a Service Provider as a result of Optionee's death, the Option, to the extent vested as of the date of death, remains exercisable for 12 months following the date of death (but in no event later than the Expiration Date set forth in the Notice of Grant) by Optionee's estate or by a person who acquires the right to exercise the Option by bequest or inheritance. To the extent that the Option is not vested as of the date of death, or if the Option is not exercised within the time specified herein, the Option terminates.

I. Non-Transferability of Option. Without advance approval from the Administrator, this Option (a) may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by laws of descent or distribution, and (b) may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option are binding upon the executors, administrators, heirs, successors and assigns of Optionee.

J. Term of Option. This Option may be exercised only within the term set forth in the Notice of Grant.

K. Restrictions on Shares. Optionee agrees that any and all Shares purchased upon each exercise of the Option are subject to the terms and conditions set forth in the Exercise Notice attached as Exhibit A, and Optionee further agrees to be bound by the terms of the Exercise Notice with respect to all such Shares.

L. Code Section 409A. Without limiting the generality of any other provision of this Agreement, Sections 7(m) and 7(n) of the Plan pertaining to Code Section 409A are hereby explicitly incorporated into this Agreement.

M. No Right to Employment. Nothing in the Plan or in this Stock Option Agreement confers upon Optionee any right to continue as an Employee, Director or Consultant of the Corporation or any Parent or Subsidiary, or will interfere with or restrict in any way the rights of the Corporation or

any Parent or Subsidiary, which are hereby expressly reserved, to discharge Optionee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between Optionee and the Corporation or any Parent or Subsidiary.

N. Dispute Resolution. Optionee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section, irrespective of its magnitude, the amount in controversy, or the nature of the relief sought.

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(1) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, Optionee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(2) **Arbitration.** If Optionee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by Optionee to the Corporation or the Corporation to Optionee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(3) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(4) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(5) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(6) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(7) **Power.** Nothing contained in this Agreement will be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section will survive the termination or expiration of this Agreement, are binding upon the Corporation's and Optionee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or

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local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

This Stock Option Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which constitute one document.

TRIMAS CORPORATION

By: _____

Name: _____

Title: _____

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES UNDER THIS OPTION IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE CORPORATION (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES UNDER THIS OPTION). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS STOCK OPTION AGREEMENT, NOR IN THE CORPORATION'S 2002 LONG TERM EQUITY INCENTIVE PLAN WHICH IS INCORPORATED HEREIN BY REFERENCE, CONFERS ON OPTIONEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY, NOR WILL IT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE OPTIONEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

Optionee acknowledges receipt of a copy of the Plan and represents that the Optionee is familiar with the terms and provisions of the Plan. Optionee hereby accepts this Option subject to all of the terms and provisions of this Agreement. Optionee has reviewed the Plan and this Option in their entirety, has had an

opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Option. Optionee further agrees to notify the Corporation upon any change in the residence address indicated below.

Dated: _____

By: _____

Name: _____

EXHIBIT A

TRIMAS CORPORATION

2002 LONG TERM EQUITY NON-QUALIFIED PLAN

NON-QUALIFIED STOCK OPTION EXERCISE NOTICE

TriMas Corporation

Attention: General Counsel

1. **Exercise of Option:** Effective as of today, [Date] _____, [Name] _____, the undersigned (“Optionee”) hereby elects to exercise Optionee’s option to purchase [Number] _____ shares of the Common Stock (the “Shares”) of TriMas Corporation (the “Corporation”) under and pursuant to the TriMas Corporation 2002 Long Term Equity Incentive Plan (the “Plan”) and the Stock Option Agreement dated _____, 2010 (the “Option Agreement”). Capitalized terms used in this Exercise Notice without definition have the meanings given in the Option Agreement.

Date of Grant:	
Number of Shares as to which Option is Exercised:	
Exercise Price per Share:	\$
Total Exercise Price:	\$
Certificate to be issued in name of:	
Cash Payment delivered with this Notice:	\$

Type of Option: Non-Qualified Stock Option

2. **Representations of Optionee.** Optionee acknowledges that Optionee has received, read and understood the Plan and the Option Agreement. Optionee agrees to abide by and be bound by their terms and conditions.

3. **Rights as Stockholder.** Until the stock certificate evidencing these Shares is issued (as evidenced by the appropriate entry on the books of the Corporation or of a duly authorized transfer agent of the Corporation), no right to vote or receive any rights as a stockholder exist with respect to Shares subject to the Option, notwithstanding the exercise of the Option. The Corporation will issue (or cause to be issued) the stock certificate promptly after the Option is exercised. Optionee will enjoy rights as a stockholder until Optionee disposes of the Shares.

4. **Tax Consultation.** Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee’s purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Corporation for any tax advice.

5. **Successors and Assigns.** The Corporation may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice will inure to the benefit of the successors and assigns of the Corporation. Subject to the restrictions on transfer herein set forth, this Agreement is binding upon Optionee and his or her heirs, executors, administrators, successors and assigns.

6. **Interpretation.** Any dispute regarding the interpretation of this Exercise Notice must be submitted by Optionee or by the Corporation promptly to the Administrator, which will review the dispute at its next regular meeting. The resolution of the dispute by the Administrator is final and binding on the Corporation and on Optionee.

7. **Governing Law; Severability.** This Exercise Notice is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions. If any provision of this Exercise Notice is determined by a court of law to be illegal or unenforceable, the other provisions remain effective and enforceable. The illegal or unenforceable provision will be interpreted by the court as modified to the minimum extent necessary to make the provision legal and enforceable and to accomplish the original objectives of this Exercise Notice.

8. **Notices.** Any notice required or permitted under this Exercise Notice must be given in writing and will be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to any other address as the party may designate in writing from time to time to the other party.

9. **Further Instruments.** The parties agree to execute any further instruments and to take any further action as may be reasonably necessary to carry out the purposes and intent of this Exercise Notice.

10. **Delivery of Payment.** Optionee delivers to the Corporation with this Exercise Notice the full Exercise Price for the Shares, as well as any applicable withholding taxes.

11. **Entire Agreement.** The Plan and Option Agreement are incorporated into this Exercise Notice by reference. This Exercise Notice, the Plan, and the Option Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Corporation and Optionee with respect to the subject matter of this Exercise Notice.

Accepted by:

Submitted by:

TRIMAS CORPORATION

OPTIONEE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

TRIMAS CORPORATION
2002 LONG TERM EQUITY INCENTIVE PLAN
RESTRICTED SHARE AWARD AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2002 Long Term Equity Incentive Plan (“Plan”), hereby grants to the Grantee listed below (“Grantee”), a Restricted Share Award for the number of shares of the Corporation’s Common Stock set forth below (“Shares”), subject to the terms and conditions of the Plan and this Restricted Share Award Agreement (“Agreement”).

Unless otherwise defined in this Agreement or in the Glossary in Appendix A to this Agreement, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary.

I. NOTICE OF RESTRICTED SHARE AWARD

Grantee: []

Date of Agreement: February 26, 2010

Grant Date: February 26, 2010

Number of Restricted Shares in Award: [X,XXX] Shares

II. AGREEMENT

A. Grant of Restricted Shares. The Corporation hereby grants to the Grantee the number of Restricted Shares set forth above. Notwithstanding anything to the contrary anywhere else in this Agreement, the Restricted Shares in this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated herein by reference.

1. Restrictions on Transfer. The Restricted Shares are restricted from transfer until the restrictions lapse. Subject to the Grantee’s termination of services, as described in Section 4, below, one-third of the Restricted Shares vest, and all restrictions on those Restricted Shares lapse, on each anniversary of the Grant Date, until all Restricted Shares are vested and all restrictions lapse on the third anniversary of the Grant Date. Upon vesting and the lapse of the restrictions, the associated Restricted Shares become freely transferable if the Grantee is still a Service Provider on that date. The Restricted Shares subject to this Award will be forfeited if the Grantee terminates his or her services with the Corporation or a Subsidiary prior to vesting and the lapse of restrictions, except as designated otherwise in this Agreement.

2. Rights as Stockholder. Except for the potential forfeitability of the Restricted Shares before the lapse of restrictions set forth in Section 1 above, the Grantee has all rights of a

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stockholder (including voting and dividend rights) commencing on the date of the Corporation’s book entry evidencing the grant of Restricted Shares.

3. Adjustments. In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Restricted Shares covered by this Award, the rights of the Grantee will be adjusted as provided in Article X of the Plan.

4. Termination of Services. The Restricted Shares subject to this Award will be forfeited if the Grantee voluntarily terminates his or her services with the Corporation or a Subsidiary, or if the Grantee’s services are terminated for cause before the Restricted Shares vest and the restrictions lapse. Notwithstanding the foregoing, the restrictions on transfer immediately lapse upon the occurrence of the following: (a) the Grantee’s termination of services due to death or Disability, or (b) the Grantee’s “Qualifying Termination” (as defined in Appendix A, attached hereto) within three years following a Change in Control. However, if the Grantee’s services are involuntarily terminated by the Corporation or a Subsidiary without “Cause,” or if the Grantee’s services are terminated for “Good Reason” (as defined in Appendix A), the restrictions on transfer set forth in Section II.A(1) with regard to all Restricted Shares then outstanding will lapse in an amount equal to the number of Restricted Shares that would have lapsed as of the next occurring anniversary of the Grant Date, adjusted pro rata in accordance with the date on which the Grantee terminates services. Further, the Corporation retains the right to accelerate or waive restrictions on Restricted Shares granted under this Agreement. Upon the lapse of the transfer restrictions, the Restricted Shares are fully transferable.

B. Other Terms and Conditions.

1. Non-Transferability of Award. Except as described below, this Award and the Restricted Shares subject to the Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Administrator, the Grantee may assign or transfer the Award and its underlying Restricted Shares to a Permitted Assignee, provided the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

2. Other Restrictions on Share Issuance. Anything to the contrary notwithstanding, the Corporation’s obligation to deliver Shares under this Award is subject to its compliance with federal and state laws, rules and regulations applying to the authorization, issuance or sale of securities as the Corporation deems necessary or advisable. The Corporation is not required to deliver Shares under this Agreement unless and until it receives satisfactory proof that the issuance or transfer of the Shares does not violate any of the provisions of the Securities Act of 1933 or the Securities Exchange Act of 1934,

3. **Withholding.** Grantee authorizes the Corporation to withhold from the Grantee's compensation or agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with vesting of and the lapse of restrictions on Restricted Shares under the Award.

4. **Dispute Resolution.** Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach thereof, will be settled exclusively and, consistent with the procedures specified in this Section, irrespective of its magnitude, the amount in controversy, or the nature of the relief sought.

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration is responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment on the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

5. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Sections 7(m) and 7(n) of the Plan pertaining to Code Section 409A are hereby explicitly incorporated herein.

6. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers upon the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary, or interferes with or restricts in any way the rights of the Corporation or any Subsidiary, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary.

7. **Governing Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

Dated: _____

By: _____

Name: _____

Title: _____

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS RESTRICTED SHARE AWARD AGREEMENT, NOR IN THE CORPORATION'S 2002 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED HEREIN BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY, NOR DOES IT INTERFERE IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

Grantee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions of the Plan. Grantee hereby accepts this Restricted Share Award subject to all of the terms and provisions of this Agreement. Grantee has reviewed the Plan and this Restricted Share Award Agreement in their entirety. Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award.

Dated: _____

By: _____

Name: _____

Title: _____

**APPENDIX A
TO
RESTRICTED SHARE AWARD AGREEMENT**

GLOSSARY

For purposes of this Agreement, the following terms shall be defined as follows:

“Good Reason” means:

- A material and permanent diminution in the Grantee’s duties or responsibilities;
- A material reduction in the aggregate value of base salary and bonus opportunity or material reduction in the aggregate value of other benefits provided to the Grantee by the Corporation; or
- A permanent reassignment of the Grantee to another primary office, or relocation of the Corporation’s office of more than 35 miles from current office location.

The Grantee must notify the Corporation of the Grantee’s intention to invoke termination for Good Reason within 120 days after the Grantee has knowledge of the event and provide the Corporation 15 days’ opportunity for cure, or the event will not constitute Good Reason. The Grantee may not invoke termination for Good Reason if cause exists at the time of the Grantee’s termination.

“Qualifying Termination” means a termination of the Grantee’s services with the Corporation or a Subsidiary for any reason other than:

- Death;
- Disability;
- Cause; or
- A termination of Services by the Grantee without Good Reason, (as defined above).

TRIMAS CORPORATION

2006 LONG TERM EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

TriMas Corporation (“Corporation”), as permitted by the TriMas Corporation 2006 Long Term Equity Incentive Plan (“Plan”), hereby grants to the Grantee listed below (“Grantee”), a Restricted Stock Unit Award for the cash equivalent of the number of shares of the Corporation’s Common Stock set forth below (“Restricted Stock Units”), subject to the terms and conditions of the Plan and this Restricted Stock Unit Agreement (“Agreement”).

Unless otherwise defined herein or in the Glossary set forth in Appendix A hereto, the terms used in this Agreement have the same meaning as defined in the Plan. The term “Service Provider” as used in this Agreement means an individual actively providing services to the Corporation or a Subsidiary.

I. NOTICE OF RESTRICTED STOCK UNIT AWARD

Grantee: []

Date of Agreement: February 26, 2010

Grant Date: February 26, 2010

Number of Restricted Stock Units in Award: []

Date Restriction Period Ends: February 26, 2013

II. AGREEMENT

A. Grant of Restricted Stock Units. The Corporation hereby grants to the Grantee the number of Restricted Stock Units set forth above. The Restricted Stock Units granted under this Agreement are payable only in cash. Each Restricted Stock Unit is equal to the Fair Market Value of one share of Common Stock on the date the Restriction Period ends. Notwithstanding anything to the contrary anywhere else in this Agreement, the Restricted Stock Units in this Award are subject to the terms, definitions and provisions of the Plan, which are incorporated herein by reference.

1. Vesting. The Restricted Stock Units vest on the date the Restriction Period ends. If the Grantee is still a Service Provider on the date the Restriction Period ends, the Corporation will pay to the Grantee in cash the value of the Restricted Stock Units as soon as practicable after the date the Restriction Period ends, but not later than March 15th of the calendar year following the calendar year in which the Restriction Period ends. The Restricted Shares subject to the Award will be forfeited if the Grantee terminates the Grantee’s services with the Corporation or a Subsidiary before the end of the Restriction Period, except as designated otherwise in this Agreement.

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2. Rights as Stockholder. The Grantee will not have any rights of a stockholder (including voting and dividend rights) with respect to the Restricted Stock Units covered by this Award, except as otherwise provided in this Section II.A(2).

(a) The Grantee is entitled to receive Dividend Equivalents with respect to the payment of cash dividends on Common Stock having a record date before the date the Restriction Period ends. The Dividend Equivalents will be paid by crediting the Grantee with additional whole Restricted Stock Units as of the date of payment of the cash dividends on Common Stock. The number of additional Restricted Stock Units (rounded to the nearest whole number) to be credited will be determined by dividing (1) the amount of cash dividends paid on that date with respect to the number of Restricted Stock Units previously credited to the Grantee, by (2) the Fair Market Value per share of Common Stock on that date. The additional Restricted Stock Units are subject to the same terms and conditions as the Restricted Stock Units covered by this Award, including vesting only at the end of the Restriction Period and payment solely in cash.

3. Adjustments. In the event of any stock dividend, reclassification, subdivision or combination, or similar transaction affecting the Restricted Stock Units covered by this Award, the rights of the Grantee will be adjusted as provided in Article X of the Plan.

4. Termination of Services. The Restricted Stock Units subject to the Award will be forfeited if the Grantee voluntarily terminates the Grantee’s services with the Corporation or a Subsidiary, or terminates due to “Cause” before the end of the Restriction Period. Notwithstanding the foregoing, the Restriction Period will immediately end upon the occurrence of the following: (a) the Grantee’s termination of services due to death or Disability, or (b) the Grantee’s “Qualifying Termination” (as defined in Appendix A, attached hereto) within three years following a Change in Control. However, if the Grantee’s services are involuntarily terminated by the Corporation or a Subsidiary without “Cause,” or if the Grantee’s services are terminated for “Good Reason” (as defined in Appendix A), the Restriction Period will end on the date of the termination for the number of Restricted Stock Units pro-rated based on the period between the Grant Date and the end of the Restriction Period during which Grantee was a Service Provider. Further, the Corporation retains the right to accelerate or waive the Restriction Period on the Restricted Stock Units granted by this Award. Upon the vesting of the Restricted Stock Units at the end of the Restriction Period, the cash value of the Restricted Shares Units becomes payable to the Grantee.

B. Other Terms and Conditions.

1. Non-Transferability of Award. Except as described below, this Award and the Restricted Stock Units subject to the Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by laws of descent or distribution. Notwithstanding the foregoing, with the consent of the Administrator, the Grantee may assign or transfer the Award and its underlying Restricted Stock Units

to a Permitted Assignee, if the Permitted Assignee is bound by and subject to all terms and conditions of the Plan and this Agreement, and the Permitted Assignee executes an agreement satisfactory to the Corporation evidencing these obligations. The terms of this Award are binding on the executors, administrators, heirs, successors and assigns of the Grantee.

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2. **Withholding.** Grantee authorizes the Corporation to withhold from the payment of the cash value of the Restricted Stock Units or agrees to tender sufficient funds to satisfy any applicable income and employment tax withholding obligations in connection with the vesting of the Restricted Stock Units under the Award.

3. **Dispute Resolution.** Grantee and the Corporation agree that any disagreement, dispute, controversy, or claim arising out of or relating to this Agreement, its interpretation, validity, or the alleged breach of this Agreement, will be settled exclusively and, consistent with the procedures specified in this Section, irrespective of its magnitude, the amount in controversy, or the nature of the relief sought.

(a) **Negotiation.** In the event of any dispute, controversy, claim, question or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Grantee and the Corporation will use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(b) **Arbitration.** If the Grantee and the Corporation do not reach a solution within a period of 30 days, then, upon written notice by the Grantee to the Corporation or the Corporation to the Grantee, all disputes, claims, questions, controversies, or differences will be submitted to arbitration administered by the American Arbitration Association (the "AAA") in accordance with the provisions of its Employment Arbitration Rules (the "Arbitration Rules").

(1) **Arbitrator.** The arbitration will be conducted by one arbitrator skilled in the arbitration of executive employment matters. The parties to the arbitration will jointly appoint the arbitrator within 30 days after initiation of the arbitration. If the parties fail to appoint an arbitrator as provided above, an arbitrator with substantial experience in executive employment matters will be appointed by the AAA as provided in the Arbitration Rules. The Corporation will pay all of the fees, if any, and expenses of the arbitrator and the arbitration, unless otherwise determined by the arbitrator. Each party to the arbitration will be responsible for his/its respective attorneys fees or other costs of representation.

(2) **Location.** The arbitration will be conducted in Oakland County, Michigan.

(3) **Procedure.** At any oral hearing of evidence in connection with the arbitration, each party or its legal counsel will have the right to examine its witnesses and cross-examine the witnesses of any opposing party. No evidence of any witness may be presented in any form unless the opposing party or parties has the opportunity to cross-examine the witness, except under extraordinary circumstances in which the arbitrator determines that the interests of justice require a different procedure.

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(4) **Decision.** Any decision or award of the arbitrator is final and binding on the parties to the arbitration proceeding. The parties agree that the arbitration award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitration award may be entered in any court having jurisdiction.

(5) **Power.** Nothing contained in this Agreement may be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

The provisions of this Section survive the termination or expiration of this Agreement, are binding on the Corporation's and Grantee's respective successors, heirs, personal representatives, designated beneficiaries and any other person asserting a claim described above, and may not be modified without the consent of the Corporation. To the extent arbitration is required, no person asserting a claim has the right to resort to any federal, state or local court or administrative agency concerning the claim unless expressly provided by federal statute, and the decision of the arbitrator is a complete defense to any action or proceeding instituted in any tribunal or agency with respect to any dispute, unless precluded by federal statute.

4. **Code Section 409A.** Without limiting the generality of any other provision of this Agreement, Section 11.9 of the Plan pertaining to Code Section 409A is hereby explicitly incorporated herein.

5. **No Continued Right as Service Provider.** Nothing in the Plan or in this Agreement confers on the Grantee any right to continue as a Service Provider of the Corporation or any Subsidiary, or may interfere with or restrict in any way the rights of the Corporation or any Subsidiary, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written employment agreement between the Grantee and the Corporation or any Subsidiary.

6. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Michigan, notwithstanding conflict of law provisions.

(Signature Page Follows)

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Dated: _____

By: _____

Name: _____

Title: _____

GRANTEE ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS RESTRICTED STOCK UNIT AGREEMENT, NOR IN THE CORPORATION'S 2006 LONG TERM EQUITY INCENTIVE PLAN, WHICH IS INCORPORATED HEREIN BY REFERENCE, CONFERS ON GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION AS A SERVICE PROVIDER OF THE CORPORATION OR ANY PARENT OR SUBSIDIARY, NOR INTERFERES IN ANY WAY WITH GRANTEE'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE GRANTEE'S SERVICE PROVIDER RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

Grantee acknowledges receipt of a copy of the Plan and represents that the Grantee is familiar with the terms and provisions of the Plan. Grantee hereby accepts this Restricted Stock Unit Award subject to all of the terms and provisions hereof. Grantee has reviewed the Plan and this Restricted Stock Unit Agreement in their entirety. Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award.

Dated: _____

By: _____

Name: _____

Title: _____

**APPENDIX A
TO
RESTRICTED STOCK UNIT AGREEMENT**

GLOSSARY

For purposes of this Agreement, the following terms shall be defined as follows:

“Good Reason” means:

- A material and permanent diminution in the Grantee’s duties or responsibilities;
- A material reduction in the aggregate value of base salary and bonus opportunity or material reduction in the aggregate value of other benefits provided to the Grantee by the Corporation; or
- A permanent reassignment of the Grantee to another primary office, or relocation of the Corporation’s office of more than 35 miles from current office location.

The Grantee must notify the Corporation of the Grantee’s intention to invoke termination for Good Reason within 120 days after the Grantee has knowledge of such event and provide the Corporation 15 days’ opportunity for cure, or such event shall not constitute Good Reason. The Grantee may not invoke termination for Good Reason if Cause exists at the time of such termination.

“Qualifying Termination” means a termination of the Grantee’s services with the Corporation or a Subsidiary for any reason other than:

- Death;
- Disability;
- Cause (as defined above); or
- A termination of Services by the Grantee without Good Reason, (as defined above).