

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14D-1
(Amendment No. 4)

TENDER OFFER STATEMENT PURSUANT TO SECTION 14(d)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

TRIMAS CORPORATION

(Exact name of Subject Company)

MASCOTECH, INC.
MASCOTECH ACQUISITION, INC.

(Bidders)

Common Stock, \$.01 Par Value
(Title of Class of Securities)

896215100
(CUSIP Number of Class of Securities)

David B. Liner, Esq.
MascoTech, Inc.
21001 Van Born Road
Taylor, Michigan 48180
(313) 274-7405

(Name, Address and Telephone Number of Persons Authorized to Receive Notices
and Communications on Behalf of Person(s) Filing Statement)

With Copies to:

David W. Ferguson, Esq.
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
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This Amendment No. 4 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule 14D-1 (the "Schedule 14D-1") originally filed on December 17, 1997 by MascoTech, Inc., a Delaware corporation ("Parent"), and MascoTech Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"), as amended by Amendment No. 1, dated December 22, 1997, Amendment No. 2, dated December 31, 1997 and Amendment No. 3, dated January 7, 1998, relating to the offer by Purchaser to purchase all of the issued and outstanding shares (the "Shares") of common stock, \$.01 par value per share, of TriMas Corporation, a Delaware corporation, at a price of \$34.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated December 17, 1997 and in the related Letter of Transmittal.

All capitalized terms used in this Amendment without definition have the meanings attributed to them in the Schedule 14D-1.

The item of the Schedule 14D-1 set forth below is hereby amended and supplemented as follows:

Item 11. Material to be Filed as Exhibits.

Item 11 is hereby supplemented and amended by adding the following exhibit:

(c)(11) Amendment No. 2 dated as of January 13, 1998 to the Agreement and Plan of Merger dated as of December 10, 1997 as amended by Amendment No. 1 dated as of December 15, 1997 among the Company, Parent and Purchaser.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Amendment is true, complete and correct.

January 14, 1998

MASCOTECH, INC.

By: /s/ David B. Liner

Name: David B. Liner
Title: Vice President and Corporate
Counsel

MASCOTECH ACQUISITION, INC.

By: /s/ David B. Liner

Name: David B. Liner
Title: Secretary

EXHIBIT INDEX

Exhibit No.

(c)(11) Amendment No. 2 dated as of January 13, 1998 to the Agreement and Plan of Merger dated as of December 10, 1997 as amended by Amendment No. 1 dated as of December 15, 1997 among the Company, Parent and Purchaser.

AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 2 dated as of January 13, 1998 to the Agreement and Plan of Merger dated as of December 10, 1997 as amended by Amendment No. 1 dated as of December 15, 1997 (the "Agreement") among TriMas Corporation, a Delaware corporation (the "Company"), MascoTech, Inc., a Delaware corporation ("Buyer"), and MascoTech Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer ("Merger Sub").

WHEREAS, the parties hereto desire to amend the Agreement as set forth below to effectuate the transfer of the Shares owned by Buyer to Merger Sub.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1.01. Defined Terms; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement has the meaning assigned to such term in the Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Agreement shall, after this Amendment becomes effective, refer to the Agreement as amended hereby.

Section 1.02. Amendment of Section 5.01 of the Agreement. The last sentence of Section 5.01 of the Agreement is hereby replaced and amended in its entirety to read in full as follows:

Since the date of its incorporation, Merger Sub has not engaged in any activities other than in connection with or as contemplated by this Agreement or in connection with arranging any financing required to consummate the transactions contemplated hereby and except that it is contemplated that immediately prior to the Effective Time, NI Industries, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer ("NI Industries"), shall be merged with and into Merger Sub in accordance with the Delaware Law, whereupon the separate existence of NI Industries shall cease, and Merger Sub shall be the surviving corporation.

Section 1.03. Amendment of Section 11.12 of the Agreement. Section 11.12 of the Agreement shall be amended to include NI Industries as a term defined in Section 5.01 of the Agreement.

Section 1.04. Representations of Each Party. Each party represents and warrants that (i) the execution, delivery and performance of this Amendment by such party have been duly authorized by all necessary corporate action (including, in the case of the Company, the approval of the Company Special Committee) and (ii) this Amendment constitutes a valid and binding agreement of such party.

Section 1.05. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware.

Section 1.06. Counterparts; Effectiveness. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed by their respective authorized officers as of the day and year first above written.

TRIMAS CORPORATION

By: /s/ Peter C. DeChants

Name: Peter C. DeChants
Title: Vice President - Treasurer

MASCOTECH, INC.

By: /s/ Timothy Wadhams

Name: Timothy Wadhams
Title: Vice President

MASCOTECH ACQUISITION, INC.

By: /s/ Timothy Wadhams

Name: Timothy Wadhams
Title: Vice President and Treasurer