

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

OMB APPROVAL
OMB Number: 3235-0060 Expires: March 31, 2014 Estimated average burden hours per response. . . 5.0

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) **April 17, 2014**

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:

- 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.

On April 17, 2014, TriMas Corporation (the "Corporation") amended its existing accounts receivable facility among TSPC, Inc., as Transferor, the Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, the persons party thereto from time to time as Purchasers, and Wells Fargo Bank, National Association, as LC Issuer and Administrative Agent (the "Amendment"). Pursuant to the Amendment, and subject to certain conditions stated therein, (i) the average default ratio constituting a termination event therein increased to 4.75%, (ii) the stated termination date of the facility is extended to October 16, 2018, (iii) advances under the facility will bear discount at a per annum rate of one-month LIBOR plus an applicable margin of 1.15%, (iv) the Required Reserve Factor Floor for any calculation period is 17.5% and (v) Martinic Engineering, Inc. became a "Seller" under the facility.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to Amendment No. 3 to the Amended and Restated Receivables Transfer Agreement, the Second Amended and Restated Fee Letter and Amendment No. 4 to the Amended and Restated Receivables Purchase Agreement, copies of which are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this Form 8-K and are incorporated by reference herein.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in and incorporated into Item 1.01 above is hereby incorporated in this Item 2.03 by reference.

Item 9.01. Financial Statements and Exhibits.

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

Exhibit No.	Description
10.1	Amendment No. 3, dated as of April 17, 2014, to the Amended and Restated Receivables Transfer Agreement, dated as of September 15, 2011, as amended, among TSPC, Inc., as Transferor, TriMas Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, the persons from time to time party thereto as Purchasers, and Wells Fargo Bank, National Association, as LC Issuer and Administrative Agent.
10.2	Second Amended and Restated Fee Letter, dated as of April 17, 2014, between Wells Fargo Bank, National Association, as Administrative Agent, TSPC, Inc., as Transferor, TriMas Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, and the persons from time to time party thereto as Purchasers.
10.3	Amendment No. 4, dated as of April 17, 2014, to the Amended and Restated Receivables Purchase Agreement, dated as of December 29, 2009, as amended, among TriMas Corporation, the subsidiaries of TriMas Corporation identified as Sellers, and TSPC, Inc., as Purchaser.

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: April 22, 2014

By: /s/ Joshua A. Sherbin

Joshua A. Sherbin

Vice President, General Counsel and Secretary

Exhibit Index

Exhibit No.	Description
10.1	Amendment No. 3, dated as of April 17, 2014, to the Amended and Restated Receivables Transfer Agreement, dated as of September 15, 2011, as amended, among TSPC, Inc., as Transferor, TriMas Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, the persons from time to time party thereto as Purchasers, and Wells Fargo Bank, National Association, as LC Issuer and Administrative Agent.
10.2	Second Amended and Restated Fee Letter, dated as of April 17, 2014, between Wells Fargo Bank, National Association, as Administrative Agent, TSPC, Inc., as Transferor, TriMas Corporation, as Collection Agent, TriMas Company LLC, as Guarantor, and the persons from time to time party thereto as Purchasers.
10.3	Amendment No. 4, dated as of April 17, 2014, to the Amended and Restated Receivables Purchase Agreement, dated as of December 29, 2009, as amended, among TriMas Corporation, the subsidiaries of TriMas Corporation identified as Sellers, and TSPC, Inc., as Purchaser.

**AMENDMENT NO. 3 TO AMENDED AND RESTATED
RECEIVABLES TRANSFER AGREEMENT**

AMENDMENT NO. 3 TO AMENDED AND RESTATED RECEIVABLES TRANSFER AGREEMENT (as amended, supplemented or otherwise modified and in effect from time to time, this "**Amendment**"), dated as of April 17, 2014 (the "**Effective Date**"), is entered into by and among TSPC, INC., a Nevada corporation, as transferor (in such capacity, the "**Transferor**"), TRIMAS CORPORATION, a Delaware corporation, as collection agent (in such capacity, the "**Collection Agent**"), TRIMAS COMPANY, LLC, a Delaware limited liability company, as guarantor (in such capacity, the "**Guarantor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, individually (in such capacity, the sole "**Purchaser**"), as letter of credit issuer (in such capacity, together with its successors in such capacity, the "**LC Issuer**") and as administrative agent (in such capacity, together with its successors in such capacity, the "**Administrative Agent**"). Capitalized terms used and not otherwise defined herein are used with the meanings attributed thereto in the Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties hereto have entered into that certain Amended and Restated Receivables Transfer Agreement dated as of September 15, 2011, as amended by Amendment No. 1 to the Amended and Restated Receivables Transfer Agreement dated as of June 29, 2012 and Amendment No. 2 to the Amended and Restated Receivables Transfer Agreement dated as of December 17, 2012 (as amended, amended and restated, or otherwise modified from time to time, the "**Agreement**"); and

WHEREAS, the parties wish to amend the Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the parties as follows:

1. Amendments.

1.1 Section 7.01(l) of the Agreement is hereby amended to delete "3.0%" where it appears and to substitute in lieu thereof "4.75%."

1.2 Schedule A to the Agreement is hereby amended to amend and restate in their entirety the definitions of the following terms to read, respectively, as follows:

"Credit Agreement" shall mean that certain Credit Agreement, dated as of October 16, 2013, among TriMas LLC, TriMas Corp., the Subsidiary Term Borrowers party thereto, the Foreign Subsidiary Borrowers party thereto, the Lenders party hereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, J.P. Morgan Europe Limited, as Foreign Currency Agent, Bank of America, N.A. and Wells Fargo Bank, N.A., as Co-Syndication Agents, BBVA Compass, KeyBank National Association and RBS Citizens, N.A., as Documentation Agents, and BMO Harris Bank and Deutsche Bank AG New York Branch, as Managing Agents, as amended, supplemented or otherwise modified or replaced or refinanced and in effect from time to time.

"Fee Letter" shall mean the Second Amended and Restated Fee Letter dated March 31, 2014, among the Transferor, the LC Issuer, and the Administrative Agent, for the benefit and on behalf of the Purchasers and the LC Issuer, with respect to the Fees and LC Fees to be paid by the Transferor under the Transaction Documents, as amended, supplemented or otherwise modified and in effect from time to time.

Exhibit 10.1

“LIBOR Market Index Rate” shall mean, for any day, the one-month Eurodollar Rate for U.S. dollar deposits as reported on the Reuters Screen LIBOR01 Page.

“Required Reserve Factor Floor” shall mean, for any Calculation Period, 17.5%.

“Stated Termination Date” shall mean October 16, 2018.

- 1.3 Exhibit A to the Agreement is hereby amended by inserting behind the last page of Exhibit A the Credit and Collection Policy of Martinic Engineering, Inc., as set forth in Annex I to this Amendment.
- 1.4 Exhibit B to the Agreement is hereby amended and restated in its entirety to read as set forth in Annex II to this Amendment.
- 1.4 Exhibit C to the Agreement is hereby amended and restated in its entirety to read as set forth in Annex III to this Amendment.
- 1.5 Exhibit H to the Agreement is hereby amended and restated in its entirety to read as set forth in Annex IV to this Amendment.

2. **Representations and Warranties.** In order to induce the Administrative Agent, the LC Issuer and the sole Purchaser to enter into this Amendment, each of the Transferor, the Guarantor and the Collection Agent (each, a “Transferor Party”) hereby represents and warrants to the Administrative Agent, the LC Issuer and the sole Purchaser as follows:

(a) Entity and Governmental Authorization; Contravention. The execution, delivery and performance by such Transferor Party of this Amendment are within its corporate or limited liability company powers, as the case may be, have been duly authorized by all necessary corporate or limited liability company action, as applicable, require no action by or in respect of, or filing with, any Official Body or official thereof, and do not contravene, or constitute a default under, any provision of applicable law, rule or regulation or of the Certificate of Incorporation or the By-Laws (or other organizational documents) of such Transferor Party, or of any agreement, judgment, injunction, order, writ, decree or other instrument binding upon such Transferor Party, or result in the creation or imposition of any Adverse Claim on the assets of such Transferor Party (except those created by the Agreement).

(b) Binding Effect. The Agreement, as amended by this Amendment, constitutes the legal, valid and binding obligation of such Transferor Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting the rights of creditors and general equitable principles (whether considered in a proceeding in equity or at law).

(c) Consents, Licenses, Approvals, Etc. No consents, including, without limitation, consents under loan agreements and indentures to which such Transferor Party is a party), licenses or approvals are required in connection with the execution, delivery and performance by such Transferor Party of this Amendment, or the validity and enforceability against such Transferor Party of this Amendment, except such consents, licenses and approvals as have already been obtained and that remain in full force and effect on the date hereof.

Exhibit 10.1

3. **Conditions Precedent.** This Amendment shall become effective when each of the following conditions precedent has been satisfied:

- (a) The Administrative Agent shall have received counterparts of this Amendment, duly executed by each of the parties hereto;
- (b) The Administrative Agent shall have received counterparts of a second amended and restated Fee Letter, duly executed by each of the parties thereto, and each of the Purchasers shall have received payment in immediately available funds of its Upfront Fees (under and as defined therein);
- (c) The Administrative Agent shall have received a Certificate of the Secretary or Assistant Secretary of the Transferor in substantially the form of Exhibit I to the Agreement certifying (i) the names and signatures of the officers and employees authorized on its behalf to execute this Amendment and any other documents to be delivered by it hereunder (on which Certificate the Administrative Agent and the Purchasers may conclusively rely until such time as the Administrative Agent shall receive from the Transferor a revised Certificate meeting the requirements of this clause (a)(i)), (ii) either an attached copy of the Transferor's Certificate of Incorporation, certified by the Secretary of State of the State of Nevada, or that there has been no change in such Certificate of Incorporation since the Closing Date, (iii) either an attached copy of the Transferor's By-Laws, as amended through the date hereof, or that there has been no change in such By-Laws since the Closing Date, (iv) an attached copy of resolutions of the Board of Directors of the Transferor approving this Amendment and the transactions contemplated hereby and (v) that the Transferor is in good standing under the laws of the State of Nevada;
- (d) The Administrative Agent's counsel shall have received payment in full of its reasonable fees and disbursements in connection with the preparation, negotiation, and closing of this Amendment and the other documents required to be delivered to it hereunder; and
- (e) Each of the representations and warranties contained in Section 2 of this Amendment shall be true and correct in all material respects, it being understood that the foregoing materiality qualifier shall not apply to any representation that itself contains a materiality threshold.

4. **Miscellaneous.**

4.1. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

4.2. Each of the parties hereto hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in The City of New York for purposes of all legal proceedings arising out of or relating to this Amendment or the transactions contemplated hereby. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Nothing in this Section 4.2 shall affect the right of any party hereto to bring any action or proceeding against any party hereto or its respective properties in the courts of other jurisdictions.

4.3. This Amendment may be executed in two or more counterparts thereof (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same

Exhibit 10.1

instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment to the fullest extent permitted by applicable law.

4.4. This Amendment will inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and permitted assigns.

4.5. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

4.6. Each of the parties hereto hereby waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise among any of them arising out of, connected with, relating to or incidental to the relationship between them in connection with this Amendment. The provisions of this Section shall be continuing and shall survive any termination of the Agreement as amended hereby.

4.7. By its signature below, the Guarantor hereby confirms that its Limited Guaranty set forth in Article IX of the Agreement remains in full force and effect as of the date hereof.

Exhibit 10.1

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

TSPC, INC., as Transferor

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Secretary

TRIMAS CORPORATION, individually, as
Collection Agent

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Vice President & Secretary

TRIMAS COMPANY, LLC, individually, as
Guarantor

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Vice President & Secretary

Exhibit 10.1

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a
Purchaser, as LC Issuer and as Administrative Agent

By: /s/ Ryan C. Tozier

Name: Ryan C. Tozier

Title: Assistant Vice President

ANNEX I

EXHIBIT A
CREDIT AND COLLECTION POLICY OF MARTINIC ENGINEERING

[See attached]

[Martinic Engineering, Inc. Logo] [TriMas Corporation Logo]	Department: Finance	Policy Number: MEI-01
	Date Issued: March 27, 2014	Supersedes Number: Original
	Prepared By: Finance	
	Approved By:	
Title: CREDIT & COLLECTION POLICY		

Purpose

The purpose of this policy is to ensure that sales and collection practices of Martinic Engineering Inc (the “Company”) are consistent with the Company’s goals of (i) maximizing profitable sales, (ii) minimizing its bad debt loss, (iii) minimizing the Company’s carrying costs with respect to accounts receivable and (iv) complying with the terms of the accounts receivable securitization program to which the Company is a party. This policy is the minimum requirement. Policies that exceed these requirements are acceptable so long as such additional requirements are not inconsistent with this policy.

Credit Extension

The Company will extend trade credit in the normal course of business, based on a customer’s financial strength, history of payments, industry practice and other objective and subjective criteria.

Miscellaneous

Procedures governing new account applications, credit files, obtaining historical payment information and reviewing payment trends should be conducted in a manner consistent with past business practices and designed to ensure the collectability of receivables.

Description of Credit Terms

The Company shall extend terms to its customers consistent with past business practices and as required to support strategies and goals with respect to sales growth and minimizing the write-offs of uncollectible accounts as well as the Company’s overall investment in accounts receivable.

Collection Efforts

Collection efforts shall include the following consistent with past practices:

- A. The reports should include, but are not limited to, the following:
 - 1. Monthly – Aged trial balance by customer.
 - 2. Weekly – Similar information sufficient to assist credit and collection efforts.

- B. In some instances, past due accounts will be turned over to a collection agency or attorney. Strong collection efforts should be initiated immediately when the account ceases to be a customer. When all collection efforts have been exhausted, the account should be turned over to a collection agency or an attorney.

- C. Bankruptcies
 - 1. Appropriate procedures should be in place to segregate receivables arising prior to a customer bankruptcy from those arising after a bankruptcy.
 - 2. A Proof of Claim should be filed and other actions considered where appropriate.

D. Non-Sufficient Funds (N.S.F.) Checks

N.S.F. checks should be automatically redeposited whenever possible. If a check is returned for a second time, a prompt evaluation of the customer should be conducted by appropriate Company management, a decision should be made concerning terms and payment of the check.

E. Write-Off of Uncollectible Accounts

Write-off of uncollectible accounts should occur when all reasonable efforts and means of collection have been exhausted. Requests for the write-off of uncollectible accounts should be documented and reviewed and approved by the business unit controller. All accounts that have filed for bankruptcy protection or that have been turned over for collection should be considered for write-off.

***Reserves for Uncollectible
Accounts and Accounts
Receivable Write-Offs***

The Controller is responsible for recording and maintaining on behalf of the business unit an adequate level of reserves for uncollectible accounts based on historical performance of the collection of receivables, general economic conditions and customer specific financial conditions and other factors affecting the collectability of receivables. These assessments and analysis of reserve requirements are required to be prepared and documented at least quarterly in a manner consistent with past business practices.

After a write-off of an accounts receivable has occurred, the debts should continue to be monitored if there is future possibility of partial or full recovery. Claims or bankruptcies need to be tracked to ensure receipt of any recoveries.

Once an account receivable is approved for write-off, the balance will be removed from accounts receivable.

***Deductions/
Discrepancies***

An individual at each business unit designated by the General Manager, referred to herein as the Credit Manager/Controller will have the responsibility for establishing policies, controls, and procedures with respect to resolving customer deductions. The Controller also has the responsibility of reviewing deductions on a regular basis to ensure that all members of management are aware of problem areas and that steps are taken to resolve and eliminate their future occurrence.

The Controller also has the responsibility for addressing deductions in a timely manner. This includes determining the reason for the discrepancy, notifying the appropriate departments, following up to ensure that the discrepancy is being researched and resolved, and authorizing adjustments to be recorded in the accounts receivable sub-ledger and related general ledger control account.

Each business unit should establish a policy relating to the identification of, accounting for, and resolving discrepancies in payments from amounts invoiced. Such policy should include the following minimum requirements:

1. Circumstances in which an automatic write-off would occur, e.g., due to the size of the discrepancy, etc.;
2. The procedures to follow relating to other discrepancies for the prompt resolution of such discrepancies. This would include calling the customer to resolve discrepancies, working with other departments regarding the discrepancy, and prompt provision of additional documentation or copies of paperwork to the customer; and
3. Appropriate policies regarding approval of adjustments to accounts receivable amounts.

Cash Procedures

All payments (lock boxes, in-house deposits, wire transfers, etc.) should be posted on a prompt basis, consistent with past practices, to the accounts receivable sub-ledger. All customers should be instructed to make deposits to a lockbox. Customer payments not received through the lockbox will be deposited in the lockbox within one business day of receipt consistent with past practice. Cash items other than collections of receivables will not be deposited in lockbox accounts except in de minimus amounts consistent with past practice. Payments made by wire transfer or EDI methods may be made directly to the bank account associated with the lockbox. Changes to lockbox banks and related accounts will be made only at the direction of the Treasurer.

Other

The company will maintain adequate records of customer credit limit decisions, including but not limited to, initial extension of Credit, increases (decreases) in credit limits, periodic evaluation of a customer's credit worthiness, etc., and back-ups of essential computer data.

Summary

This policy represents Martinic's Credit and Collection Policy.

ANNEX II

**EXHIBIT B
LOCK-BOX ACCOUNTS**

<u>Bank Name</u>	<u>Account Number</u>	<u>Lockbox Number</u>	<u>Account Name</u>
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521154	203065	Arrow Engine Company
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521162	774624	Cequent Consumer Products, Inc.
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521188	774615	Cequent Performance Products, Inc.
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521196	774609	Hi-Vol Products LLC
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521204	774657	Keo Cutters, Inc.
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521212	203061	Lamons Gasket Company
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4000130013	N/A	Martinic Engineering, Inc.
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521220	3272	Monogram Aerospace Fasteners, Inc.
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521279	203069	Norris Cylinder Company
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521287	774633	Richards Micro-Tool, Inc.
Wells Fargo Bank 420 Montgomery Street San Francisco, CA 94104	4124521295	774640	Rieke Corporation

ANNEX III

EXHIBIT C
FISCAL MONTHS

FY 2014

Month	Fiscal Month End Dates
January	2/2/2014
February	3/2/2014
March	3/31/2014
April	5/4/2014
May	6/1/2014
June	6/30/2014
July	8/3/2014
August	8/31/2014
September	9/30/2014
October	11/2/2014
November	11/30/2014
December	12/31/2014

FY 2015, through March

Month	Fiscal Month End Dates
January	2/1/2015
February	3/1/2015
March	3/31/2015

ANNEX IV

EXHIBIT H
TRADE NAMES

Corporate Name	Trade and Other Names Since 05/04
Arrow Engine Company	None
Cequent Performance Products, Inc.	Cequent Electrical Products, Inc. Cequent Trailer Products, Inc. Cequent Towing Products, Inc. Hidden Hitch Acquisition Company Hitch 'N Post, Inc.
Cequent Consumer Products, Inc.	Highland Group Corporation
Hi-Vol Products LLC	Fittings Products LLC
KEO Cutters, Inc.	None
Lamons Gasket Company	None
Martinic Engineering, Inc.	None
Monogram Aerospace Fasteners, Inc.	None
Norris Cylinder Company	None
Richards Micro-Tool, Inc.	None
Rieke Corporation	None

**WELLS FARGO BANK, NATIONAL ASSOCIATION
1100 ABERNATHY ROAD, N.E.
SUITE 1500
ATLANTA, GA 30328-5657**

CONFIDENTIAL

April 17, 2014

TSPC, Inc.
c/o TriMas Corporation
39400 Woodward Avenue
Suite 130
Bloomfield Hills, Michigan 48304
Attn: Robert Zalupski

SECOND AMENDED AND RESTATED FEE LETTER

Ladies and Gentlemen:

This is the Fee Letter ("Fee Letter") referred to in the Amended and Restated Receivables Transfer Agreement dated as of September 15, 2011 (as amended, restated or otherwise modified from time to time, the "Agreement") by and among TSPC, INC., a Nevada corporation, as transferor (in such capacity, the "Transferor"), TRIMAS CORPORATION, a Delaware corporation, as Collection Agent, TRIMAS COMPANY LLC, a Delaware limited liability company, as Guarantor, THE PURCHASERS FROM TIME TO TIME PARTY THERETO (each, a "Purchaser"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, individually as a Purchaser ("Wells Fargo") and as Administrative Agent (together with its successors in such latter capacity, the "Administrative Agent"). From and after the date hereof, this Fee Letter amends and restates that certain amended and restated fee letter dated December 17, 2012 by and among the parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Agreement.

1. In addition to the legal, audit and other fees and expenses set forth in the Agreement and other amounts due to the Administrative Agent, the LC Issuer or the Purchaser(s) under the terms of the Agreement, the Transferor hereby agrees to pay the following fees in immediately available funds:

(a) on the date of this Fee Letter, a fully-earned and non-refundable upfront fee equal to 0.05% of Wells Fargo's Commitment of \$105,000,000 (the "Upfront Fee");

(b) for each Letter of Credit, on its date of issuance and on each date, if any, on which its expiry date is extended or its face amount is increased, the Transferor agrees to pay to each of the Purchasers, such Purchaser's Pro Rata Share of a fully earned and non-refundable fee equal to (i) a percentage equal to 99.9% of the Applicable Margin then in effect, multiplied by (ii) the face amount of such Letter of Credit (or, in the case of an increase in the face amount of such Letter of Credit, on the amount of such increase) multiplied by (iii) a fraction, the numerator of which shall be the actual number of days until such Letter of Credit's expiry date (or, in the case of an extension, the actual number of days from but excluding the initial expiry date to and including the extended expiry date), and the denominator of which shall be 360 days;

(c) if, at any time, there is more than one Purchaser, on each Monthly Payment Date, the Transferor agrees to pay to the LC Issuer, for its sole account, a fully earned and non-refundable fee for the month prior to the month most recently ended equal to 0.15% multiplied by the average daily face amount of

Exhibit 10.2

all Letters of Credit outstanding for such calendar month (or portion thereof) then most recently ended (the “Fronting Fee”). The Fronting Fee shall be computed for actual days elapsed on the basis of a 360-day year, *provided, however*, with respect to the Termination Date, the Fronting Fee payable shall be equal to the Fronting Fee accrued for the actual number of days elapsed from and including the last day of the calendar month immediately preceding the most recent Monthly Payment Date to but excluding the Termination Date; and

(d) on each Monthly Payment Date, the Transferor agrees to pay to the each of the Purchasers, a fully earned and non-refundable fee for the month prior to the month most recently ended equal to 0.35% multiplied by the average daily difference between such Purchaser’s Commitment and its Credit Exposure for the calendar month (or portion thereof) then most recently ended (the “Unused Fee”). The Unused Fee shall be computed for actual days elapsed on the basis of a 360-day year, *provided, however*, with respect to the Termination Date, the Unused Fee payable shall be equal to the Unused Fee accrued for the actual number of days elapsed from and including the last day of the calendar month immediately preceding the most recent Monthly Payment Date to but excluding the Termination Date.

2. As used in the Agreement, “Special Obligors” means (a) Lowe’s Companies, Inc. and its Affiliates, Advance Stores Company, Inc., AutoZone, Inc., The PepBoys - Manny, Moe & Jack, a Pennsylvania corporation, and their Affiliates, (b) solely with respect to Receivables arising on or after June 26, 2011, Wal-Mart Stores, Inc. and its Affiliates, (c) solely with respect to Receivables arising on or after June 26, 2011, O’Reilly Automotive, Inc. and its Affiliates, (d) solely with respect to Receivables arising on or after October 31, 2012, Henkel Corporation, The Dial Corporation and their Affiliates, and (e) solely with respect to Receivables arising on or after March 31, 2014, Hamilton Sundstrand Corporation and its Affiliates. Subject to the approval of the Administrative Agent (such approval not to be unreasonably withheld), the term “Special Obligors” shall also include any entity reasonably requested by the Transferor.

3. As used in the Agreement, “Applicable Margin” means 1.15% for any Calculation Period beginning on or after the date of this Fee Letter.

4. As used in the Agreement “Special Adjustment” means, for purposes of calculating the Dilution Ratio as of any Cut-Off Date on which the Receivables of a Special Obligor are not Excluded Receivables and are not Eligible Receivables, a reduction of the numerator of the Dilution Ratio by the total amount of decreases in outstanding principal balances of Receivables owing from such Special Obligor due to Dilution during the Calculation Period ending on such Cut-Off Date, and a reduction of the denominator by the aggregate sales to such Special Obligor generated by the Sellers during the Calculation Period ending three months prior to the Calculation Period ending on such Cut-Off Date.

5. Transferor acknowledges and agrees that in the event Administrative Agent is asked to provide its consent to the addition of a Purchaser to the Agreement, Administrative Agent may condition such consent on receipt of a reasonable and customary Administrative Agent’s fee from Transferor in an amount to be negotiated by the parties.

THIS FEE LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW.

This Fee Letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Fee Letter by facsimile shall be effective as delivery of a manually executed counterpart of a signature page hereto.

Exhibit 10.2

If the foregoing reflects our understanding, kindly execute the enclosed copy hereof and return it to the undersigned, whereupon this Fee Letter shall be binding upon you and us.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as LC Issuer and as
Administrative Agent

By: /s/ Ryan C. Tozier

Name: Ryan C. Tozier

Title: Assistant Vice President

Exhibit 10.2

Agreed to and accepted as of the date first above written:

TSPC, INC.

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Secretary

**AMENDMENT NO. 4 TO AMENDED AND RESTATED
RECEIVABLES PURCHASE AGREEMENT**

AMENDMENT NO. 4 TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (as amended, supplemented or otherwise modified and in effect from time to time, this “**Amendment**”), dated as of April 17, 2014 among TRIMAS CORPORATION, a Delaware corporation (“**TriMas Corp.**”), the subsidiaries of TriMas Corp. identified as Sellers on Schedule I, as sellers (each, individually, a “**Seller**” and collectively, the “**Sellers**”), and TSPC, INC., a Nevada corporation, as purchaser (in such capacity, the “**Purchaser**”).

W I T N E S S E T H :

WHEREAS, TriMas Corp., the Sellers (other than the New Seller hereinafter identified) and the Purchaser are parties to that certain Amended and Restated Receivables Purchase Agreement dated as of December 29, 2009, as amended from time to time (the “**Agreement**,” capitalized terms used and not otherwise defined herein are used with the meanings attributed thereto in the Agreement); and

WHEREAS, the parties wish to amend the Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the parties as follows:

1. Amendments.

1.1. Schedule I of the Agreement is hereby amended and restated in its entirety as set forth on Exhibit A hereto, and Martinic Engineering, Inc., a California corporation (“**New Seller**”) shall become a “**Seller**” under the Agreement as of March 31, 2014, and shall be bound by, and hereby agrees to comply with, the terms, conditions provisions and obligations relating to a Seller under the Agreement.

2. Representations and Warranties. In order to induce the Purchaser to enter into this Amendment and the Administrative Agent and LC Issuer to consent to the terms hereof, each of the Sellers hereby represents and warrants to the Purchaser, the Administrative Agent and LC Issuer as follows:

(a) **Legal Existence and Power.** Such Seller is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization and has all requisite corporate or limited liability company power and all material governmental licenses, authorizations, consents and approvals required to carry on its business in each jurisdiction in which its business is now conducted except where the failure to have such licenses, authorizations, consents and approvals would not have a Material Adverse Effect. Such Seller is duly qualified to do business in, and is in good standing in, every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect.

(b) **Entity and Governmental Authorization; Contravention.** The execution, delivery and performance by such Seller of this Amendment are within such Seller’s corporate or limited liability company powers, have been duly authorized by all necessary corporate or limited liability company action, require no action by or in respect of, or filing with, any Official Body or official

Exhibit 10.3

thereof, and do not contravene, or constitute a default under, any provision of applicable law, rule or regulation or of the Certificate of Incorporation or the By-Laws (or other organizational documents) of such Seller or of any agreement, judgment, injunction, order, writ, decree or other instrument binding upon the Seller or result in the creation or imposition of any Adverse Claim on the assets of such Seller (except those created by the Agreement and the Receivables Transfer Agreement).

(c) Binding Effect. The Agreement, as amended by this Amendment, constitutes the legal, valid and binding obligation of such Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting the rights of creditors and general equitable principles (whether considered in a proceeding in equity or at law).

(d) Solvency. Such Seller is not insolvent, does not have unreasonably small capital with which to carry on its business, is able to pay its debts generally as they become due and payable, and its liabilities do not exceed its assets. TriMas Corp. is, and TriMas Corp. and its Subsidiaries are, on a consolidated basis, solvent.

(e) Consents, Licenses, Approvals, Etc. No consents, including, without limitation, consents under loan agreements and indentures to which any Seller or its Affiliates are parties), licenses or approvals are required in connection with the execution, delivery and performance by such Seller of this Amendment, its Additional Seller Supplement, if applicable, or the validity and enforceability against such Seller of this Amendment or its Additional Seller Supplement, except such consents, licenses and approvals as have already been obtained and that remain in full force and effect on the date hereof.

(f) No Litigation. There is no pending or, to its knowledge after due inquiry, threatened action or proceeding affecting such Seller or any of its Subsidiaries before any Official Body that could reasonably be expected to have a Material Adverse Effect.

3. Conditions Precedent. This Amendment shall become effective when each of the following conditions precedent has been satisfied:

(a) The Administrative Agent shall have received: (i) counterparts of this Amendment, duly executed by each of the parties hereto and consented to by the Administrative Agent and the LC Issuer, (ii) each of the documents specified in Section 7.02 of the Agreement, and (iii) payment of legal fees incurred in connection with the Agreement and this Amendment; and

(b) Each of the representations and warranties contained in Section 2 of this Amendment shall be true and correct in all material respects, it being understood that the foregoing materiality qualifier shall not apply to any representation that itself contains a materiality threshold.

4. Miscellaneous

4.1. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

Exhibit 10.3

4.2. The parties hereto hereby submit to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in The City of New York for purposes of all legal proceedings arising out of or relating to this agreement or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Nothing in this Section 4.2 shall affect the right of the Purchaser to bring any other action or proceeding against any of the Sellers or its property in the courts of other jurisdictions.

4.3. This Amendment may be executed in two or more counterparts thereof (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Amendment to the fullest extent permitted by applicable law.

4.4. This Amendment will inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and permitted assigns. The RTA Purchasers, the LC Issuer and the Administrative Agent are each intended by the parties hereto to be third-party beneficiaries of this Amendment.

4.5. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof. Schedule I referred to herein shall constitute a part of this Amendment and is incorporated into this Amendment for all purposes.

4.6. Each of the parties hereto hereby waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise among any of them arising out of, connected with, relating to or incidental to the relationship between them in connection with this Amendment. The provisions of this Section shall be continuing and shall survive any termination of the Agreement as amended hereby.

(Signature Page Follows)

Exhibit 10.3

IN WITNESS WHEREOF, TriMas Corp., the Purchaser and the Sellers each have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

TRIMAS CORPORATION

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Vice President & Secretary

As Sellers:

ARROW ENGINE COMPANY, A DELAWARE CORPORATION
LAMONS GASKET COMPANY, A DELAWARE CORPORATION
MONOGRAM AEROSPACE FASTENERS, INC., A DELAWARE CORPORATION,
NORRIS CYLINDER COMPANY, A DELAWARE CORPORATION
RIEKE CORPORATION, AN INDIANA CORPORATION
CEQUENT PERFORMANCE PRODUCTS, INC., A DELAWARE CORPORATION,
CEQUENT CONSUMER PRODUCTS, INC., AN OHIO CORPORATION,
ARMINAK & ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
INNOVATIVE MOLDING, A CALIFORNIA CORPORATION AND
MARTINIC ENGINEERING, INC., A CALIFORNIA CORPORATION

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Secretary

As the Purchaser:

TSPC, INC.

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Secretary

Exhibit 10.3

Acknowledged, consented to and agreed as of the date first above written:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as LC Issuer and as
Administrative Agent

By: /s/ Ryan C. Tozier

Name: Ryan C. Tozier

Title: Assistant Vice President

EXHIBIT A

SCHEDULE I

TO RECEIVABLES PURCHASE AGREEMENT

List of Sellers

Corporate Name	Address of Chief Executive Office	County
Arrow Engine Company	2301 E. Independence, Tulsa, OK 74110	Tulsa
Cequent Consumer Products, Inc.	29000-2 Aurora Road, Solon, OH 44139	Cuyahoga
Lamons Gasket Company	7300 Airport Boulevard, Houston, TX 77061	Fort Bend
Monogram Aerospace Fasteners, Inc.	3423 S. Garfield Ave., City of Commerce, CA 90040	Los Angeles
Norris Cylinder Company	1535 FM 1845 S., P.O. Box 7486, Longview, TX 75603	Gregg
Rieke Corporation	500 W. Seventh St., Auburn, IN 46706	De Kalb
Cequent Performance Products, Inc.	47774 Anchor Court West, Plymouth, MI 48170	Wayne
Arminak & Associates, LLC	1350 Mountain View Circle, Azusa, CA 91702	Los Angeles
Innovative Molding	1200 Valley House Drive, #100, Rohnert Park, CA 94928	Sonoma
Martinic Engineering, Inc.	10932 Chestnut Ave, Stanton, CA 90680	Orange