

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriMas Corporation		10/11/2012	CORPORATION: DELAWARE
TriMas Company LLC		10/11/2012	LIMITED LIABILITY COMPANY: DELAWARE
Arminak & Associates LLC		10/11/2012	LIMITED LIABILITY COMPANY: DELAWARE
Arrow Engine Company		10/11/2012	CORPORATION: DELAWARE
Cequent Consumer Products, Inc. (successor to Cequent Trailer Products, Inc.)		10/11/2012	CORPORATION: OHIO
Cequent Performance Products, Inc.		10/11/2012	CORPORATION: DELAWARE
Compac Corporation		10/11/2012	CORPORATION: DELAWARE
Innovative Molding		10/11/2012	CORPORATION: CALIFORNIA
Lamons Gasket Company		10/11/2012	CORPORATION: DELAWARE
Monogram Aerospace Fasteners, Inc.		10/11/2012	CORPORATION: DELAWARE
NI Industries, Inc.		10/11/2012	CORPORATION: DELAWARE
Norris Cylinder Company		10/11/2012	CORPORATION: DELAWARE
Rieke-Arminak Corp.		10/11/2012	CORPORATION: DELAWARE
Rieke Corporation		10/11/2012	CORPORATION: INDIANA
Rieke Leasing Co., Incorporated		10/11/2012	CORPORATION: DELAWARE
TriMas International Holdings LLC		10/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	1111 Fannin Street
Internal Address:	Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

CH \$1065.00 85648075

Entity Type: National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	85648075	AA ARMINAK & ASSOCIATES
Serial Number:	76586174	A & A
Serial Number:	76586173	ARMINAK & ASSOCIATES
Serial Number:	75783484	HIGHLAND THE PRO'S BRAND
Serial Number:	77539051	RAMPARTS
Serial Number:	76267017	HIGHLAND
Serial Number:	78193805	METAL SHIELD
Serial Number:	77541433	F2
Serial Number:	75264844	BULLDOG
Serial Number:	76013907	BARGMAN
Serial Number:	76010090	VOYAGER
Serial Number:	75898894	HIDDEN HITCH
Serial Number:	76267559	ACTIVATOR III
Serial Number:	78315758	INTERLOCK
Serial Number:	77481058	TITAN
Serial Number:	77921036	TESTED TOUGH
Serial Number:	85444334	ADVENTURE SYSTEM
Serial Number:	78267315	REESE TOWPOWER
Serial Number:	78256737	ROLA
Serial Number:	76043180	KAMMPRO
Serial Number:	74493255	MILLENNIUM
Serial Number:	72048014	COYNE
Serial Number:	73046455	COYNE
Serial Number:	73759672	N
Serial Number:	85684441	ISQUEEZE
Serial Number:	85684444	USQUEEZE
Serial Number:	85300749	AQUA-CLEAR
Serial Number:	85312085	SUREPULL
Serial Number:	85498739	IFIT
Serial Number:	85718033	SPORTWING
Serial Number:	85526119	REESE POWER SPORTS

TRADEMARK

REEL: 004931 FRAME: 0578

Serial Number:	85560426	PRO SERIES
Serial Number:	85681696	REESE
Serial Number:	85708636	HITCHMATCH
Serial Number:	85386239	INHIBITOR
Serial Number:	85618498	CORRUKAMM
Serial Number:	85098644	COMPOSI-LITE
Serial Number:	85098650	MECHANI-LOK
Serial Number:	85403434	TRIMAS CORPORATION
Serial Number:	72317840	HB
Serial Number:	75070619	SPORT RAMP
Serial Number:	76219105	FUL-STOP

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-3605
Email: jnull@stblaw.com
Correspondent Name: Genevieve Dorment
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1724
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	12/28/2012

Total Attachments: 8
source=Trademark Security Agreement (Final)#page1.tif
source=Trademark Security Agreement (Final)#page2.tif
source=Trademark Security Agreement (Final)#page3.tif
source=Trademark Security Agreement (Final)#page4.tif
source=Trademark Security Agreement (Final)#page5.tif
source=Trademark Security Agreement (Final)#page6.tif
source=Trademark Security Agreement (Final)#page7.tif
source=Trademark Security Agreement (Final)#page8.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 11, 2012 (this "Agreement"), among TRIMAS CORPORATION ("Holdings"), TRIMAS COMPANY LLC (the "Parent Borrower"), the subsidiaries of the Parent Borrower identified on Schedule I hereto (the "Subsidiary Grantors") and, together with Holdings and the Parent Borrower, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of June 21, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Parent Borrower, the subsidiaries of the Parent Borrower party thereto and the Collateral Agent. The Lenders (as defined below) have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 21, 2011, as amended and restated as of October 11, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time the "Credit Agreement"), among Holdings, the Parent Borrower, the Subsidiary Term Borrowers party thereto, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto (the "Lenders") and JPMCB, as administrative agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantors are affiliates of the Parent Borrower, will derive substantial benefits from the extension of credit to the Parent Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Documents, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, or to any and all of the following assets and properties that are included in the Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all

registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");


- (b) all goodwill associated therewith or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Documents. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Documents, the terms of the Security Documents shall govern.

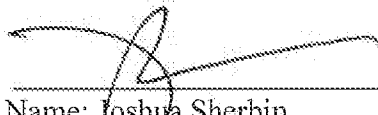
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


TRIMAS CORPORATION,

By: 
Name: Joshua Sherbin
Title: Vice President & Secretary

TRIMAS COMPANY LLC,

By: 
Name: Joshua Sherbin
Title: Vice President & Secretary

EACH OF THE SUBSIDIARY GRANTORS LISTED ON SCHEDULE I HERETO,

By: 
Name: Joshua Sherbin
Title: Vice President & Secretary

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRIMAS CORPORATION,

By: _____
Name:
Title:

TRIMAS COMPANY LLC,

By: _____
Name:
Title:

EACH OF THE SUBSIDIARY GRANTORS LISTED ON SCHEDULE I HERETO,

By: _____
Name:
Title:

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

By: Krys Szremiski
Name: Krys Szremiski
Title: Vice President

SUBSIDIARY GRANTORS

Arminak & Associates LLC
Arrow Engine Company
Cequent Consumer Products, Inc. (successor to Cequent Trailer Products, Inc.)
Cequent Performance Products, Inc.
Compac Corporation
Innovative Molding
Lamons Gasket Company
Monogram Aerospace Fasteners, Inc.
NI Industries, Inc.
Norris Cylinder Company
Rieke-Arminak Corp.
Rieke Corporation
Rieke Leasing Co., Incorporated
TriMas Company LLC
TriMas Corporation
TriMas International Holdings LLC

TRADEMARKS

Attached.

Owner:	Trademark:	Application Number:	Registration Number:
Arminak & Associates, LLC	A & A (and design)	85/648,075	
Arminak & Associates, LLC	A & A (and design)	76/586,174	2,966,055
Arminak & Associates, LLC	ARMINAK & ASSOCIATES	76/586,173	3,007,087
Cequent Consumer Products, Inc.	HIGHLAND THE PRO'S BRAND	75/783,484	2,775,982
Cequent Consumer Products, Inc.	RAMPARTS	77/539,051	3,678,634
Cequent Consumer Products, Inc.	HIGHLAND	76/267,017	2,653,721
Cequent Consumer Products, Inc.	METAL SHIELD	78/193,805	2,893,902
Cequent Performance Products, Inc.	F2	77/541,433	3,883,365
Cequent Performance Products, Inc.	BULLDOG	75/264,844	2,394,523
Cequent Performance Products, Inc.	BARGMAN	76/013,907	2,593,596
Cequent Performance Products, Inc.	VOYAGER	76/010,090	2,427,095
Cequent Performance Products, Inc.	HIDDEN HITCH (and design)	75/898,894	2,486,994
Cequent Performance Products, Inc.	ACTIVATOR III	76/267,559	2,889,575
Cequent Performance Products, Inc.	INTERLOCK	78/315,758	2,973,985
Cequent Performance Products, Inc.	TITAN	77/481,058	3,557,120
Cequent Performance Products, Inc.	TESTED TOUGH	77/921,036	4,056,918
Cequent Performance Products, Inc.	ADVENTURE SYSTEM	85/444,334	4,185,441
Cequent Performance Products, Inc.	REESE TOWPOWER (stylized or with design)	78/267,315	3,051,535
Cequent Performance Products, Inc.	ROLA	78/256,737	2,983,930
Lamons Gasket Company	KAMMPRO	76/043,180	2,450,982
Norris Cylinder Company	MILLENNIUM	74/493,255	1,908,117
Norris Cylinder Company	COYNE	72/048,014	674,029
Norris Cylinder Company	COYNE (and design)	73/046,455	1,033,620
Norris Cylinder Company	N (and design)	73/759,672	1,613,515
Arminak & Associates, LLC	ISQUEEZE	85/684,441	
Arminak & Associates, LLC	USQUEEZE	85/684,444	

Owner:	Trademark:	Application Number:	Registration Number:
Cequent Consumer Products, Inc.	AQUA-CLEAR	85/300,749	4,214,870
Cequent Consumer Products, Inc.	SUREPULL (and design)	85/312,085	
Cequent Consumer Products, Inc.	IFIT	85/498,739	
Cequent Consumer Products, Inc.	SPORTWING	85/718,033	
Cequent Performance Products, Inc.	REESE POWER SPORTS	85/526,119	
Cequent Performance Products, Inc.	PRO SERIES	85/560,426	
Cequent Performance Products, Inc.	REESE (and design)	85/681,696	
Cequent Performance Products, Inc.	HITCHMATCH	85/708,636	
Lamons Gasket Company	INHIBITOR	85/386,239	
Lamons Gasket Company	CORRUKAMM	85/618,498	
Monogram Aerospace Fasteners, Inc.	COMPOSI-LITE	85/098,644	
Monogram Aerospace Fasteners, Inc.	MECHANI-LOK	85/098,650	
TriMas Corporation	TRIMAS CORPORATION (and design) (new)	85/403,434	
Cequent Performance Products, Inc. (f/k/a Cequent Trailer Products, Inc.)	HB (and design)	72/317,840	923,108
Cequent Performance Products, Inc. (f/k/a Cequent Trailer Products, Inc.)	SPORT RAMP	75/070,619	2,160,824
Cequent Performance Products, Inc. (f/k/a Cequent Trailer Products, Inc.)	FUL-STOP	76/219,105	2,756,854