

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriMas Corporation		10/22/2014	CORPORATION: DELAWARE
TriMas Company LLC		10/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
Allfast Fastening Systems, LLC		10/22/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	86138842	AF
Registration Number:	2858868	ALLFAST
Registration Number:	1180834	ALLFAST
Registration Number:	3518304	ALLFAST
Registration Number:	3980448	ALL-MATIC
Registration Number:	3974973	ALL-MATIC
Registration Number:	1393782	ALLMAX
Registration Number:	2551781	BRFR
Registration Number:	2551780	BRFZ
Registration Number:	2836575	BRILES RIVET
Registration Number:	3419807	COMPOSI-MAX
Registration Number:	1123589	FAST RIVET
Registration Number:	2227889	FASTACK
Registration Number:	3049380	FRDG
Registration Number:	3049379	FRP
Registration Number:	3053588	FZA
Registration Number:	3053589	FZDG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3137905	FZP
Registration Number:	3941009	MEGAMAX
Registration Number:	2587163	RV
Registration Number:	3938000	RV3000
Registration Number:	2030415	SUPERMAX
Registration Number:	3777514	SUPERTACK
Registration Number:	3509475	THERE'S A BIG DIFFERENCE IN A LITTLE FAS
Registration Number:	3385428	THERE'S A BIG DIFFERENCE IN A LITTLE RIV
Registration Number:	3497006	TI-MAX

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1724
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	11/04/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2014 (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 October 16, 2013 (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 October 16, 2013 (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 the Trademarks.

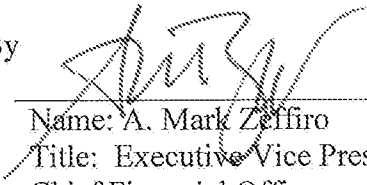
SECTION 3. Security Documents. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Documents. Each Grantor hereby acknowledges and affirms that the rights and 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.

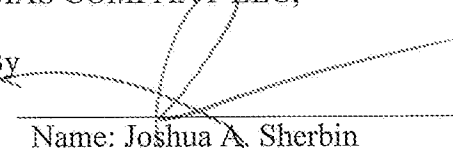
TRIMAS CORPORATION,

By


Name: A. Mark Zeffiro
Title: Executive Vice President &
Chief Financial Officer


TRIMAS COMPANY-LLC,

By


Name: Joshua A. Sherbin
Title: Vice President & Secretary

EACH OF THE SUBSIDIARY
GRANTORS LISTED ON SCHEDULE I
HERETO,

By


Name: Joshua A. 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: A. Mark Zeffiro
Title: Executive Vice President & Chief
Financial Officer

TRIMAS COMPANY LLC,

By

Name: Joshua A. Sherbin
Title: Vice President & Secretary

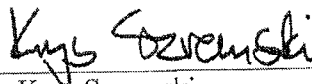
EACH OF THE SUBSIDIARY GRANTORS
LISTED ON SCHEDULE I HERETO,

By

Name: Joshua A. Sherbin
Title: Vice President & Secretary

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

By



Name: Krysz Szremski
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005394 FRAME: 0255

SUBSIDIARY GRANTORS

Allfast Fastening Systems, LLC

TRADEMARKS

I. Trademarks

Owner	Trademark	Registration Number	Serial Number	Country
Allfast Fastening Systems, LLC	AF		86138842	USA
Allfast Fastening Systems, LLC	ALLFAST	2858868	78167946	USA
Allfast Fastening Systems, LLC	ALLFAST	1180834	73290904	USA
Allfast Fastening Systems, LLC	ALLFAST (Rosie the Riveter)	3518304	78815907	USA
Allfast Fastening Systems, LLC	ALL-Matic	3980448	85024460	USA
Allfast Fastening Systems, LLC	ALL-MATIC	3974973	77574819	USA
Allfast Fastening Systems, LLC	ALLMAX	1393782	73561530	USA
Allfast Fastening Systems, LLC	BRFR	2551781	76008406	USA
Allfast Fastening Systems, LLC	BREFZ	2551780	76008404	USA
Allfast Fastening Systems, LLC	BRILES RIVET	2836575	78245213	USA
Allfast Fastening Systems, LLC	COMPOSI-MAX	3419807	78459070	USA
Allfast Fastening Systems, LLC	FAST RIVET	1123589	73126680	USA
Allfast Fastening Systems, LLC	FASTACK	2227889	75392402	USA
Allfast Fastening Systems, LLC	FRDG	3049380	78455891	USA
Allfast Fastening Systems, LLC	FRP	3049379	78455865	USA
Allfast Fastening Systems, LLC	FZA	3053588	78455873	USA
Allfast Fastening Systems, LLC	FZDG	3053589	78455881	USA
Allfast Fastening Systems, LLC	FZP	3137905	78455858	USA
Allfast Fastening Systems, LLC	MEGAMAX	3941009	77000943	USA
Allfast Fastening Systems, LLC	RV	2587163	75856832	USA
Allfast Fastening Systems, LLC	RV3000	3938000	85099409	USA

Allfast Fastening Systems, LLC	SUPERMAX	2030415	74279025	USA
Allfast Fastening Systems, LLC	SUPERTACK	3777514	77818302	USA
Allfast Fastening Systems, LLC	THERE'S A BIG DIFFERENCE IN A LITTLE FASTENER	3509475	77186976	USA
Allfast Fastening Systems, LLC	THERE'S A BIG DIFFERENCE IN A LITTLE RIVET!	3385428	78815939	USA
Allfast Fastening Systems, LLC	Ti-MAX	3497006	78553820	USA

II. Trademarks Applications: none