

## INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934  
or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL

OMB Number: 3235-0104

Estimated average burden

hours per response: 0.5

<b>1. Name and Address of Reporting Person*</b> <u>Ismail Ziad</u>  (Last) (First) (Middle) 520 PIKE STREET SUITE 2000  (Street) SEATTLE WA 98101  (City) (State) (Zip)	<b>2. Date of Event Requiring Statement (Month/Day/Year)</b> 04/18/2016	<b>3. Issuer Name and Ticker or Trading Symbol</b> MARCHEX INC [ MCHX ]  <b>4. Relationship of Reporting Person(s) to Issuer (Check all applicable)</b> Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) Chief Product Officer	<b>5. If Amendment, Date of Original Filed (Month/Day/Year)</b>  <b>6. Individual or Joint/Group Filing (Check Applicable Line)</b> <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person
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### Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
Class B Common Stock	142,433	D	
Class B Common Stock	30,000 <sup>(1)</sup>	D	

### Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Restricted Stock Units	(2)	(2)	Class B Common Stock	37,500	0.00	D	
Restricted Stock Units	(3)	(3)	Class B Common Stock	30,000	0.00	D	
Employee Stock Option (right to buy)	(4)	10/17/2021	Class B Common Stock	15,000	8.82	D	
Employee Stock Option (right to buy)	(5)	03/08/2023	Class B Common Stock	80,000	4.04	D	
Employee Stock Option (right to buy)	(6)	04/04/2024	Class B Common Stock	75,000	10.15	D	
Employee Stock Option (right to buy)	(7)	04/01/2025	Class B Common Stock	40,000	4.36	D	
Employee Stock Option (right to buy)	(8)	02/01/2023	Class B Common Stock	15,000	3.83	I	By spouse
Employee Stock Option (right to buy)	(9)	04/02/2023	Class B Common Stock	6,804	4.2	I	By spouse
Employee Stock Option (right to buy)	(10)	04/04/2024	Class B Common Stock	10,000	10.15	I	By spouse

#### Explanation of Responses:

1. Original restricted stock award of 120,000 shares effective March 8, 2013 (the "Restricted Stock Grant Date"), of which 90,000 vested, resulting in 64,258 nonforfeitable shares (net of applicable taxes) being held by the reporting person. The remaining unvested restricted stock award vests on the fourth annual anniversary of the Restricted Stock Grant Date. Fifty percent (50%) of the total restricted stock award not already vested as of the date of a Change in Control (as such term is defined in the restricted stock agreement) will become vested and nonforfeitable upon the occurrence of a Change of Control.

2. Original restricted stock unit award of 75,000 units effective April 4, 2014 (the "2014 RSU Grant Date"). Each restricted stock unit represents a contingent right to receive one share of the Issuer's Class B Common Stock upon satisfaction of the vesting considerations. 37,500 of such original restricted stock units have vested and were surrendered in exchange for 27,031 shares (net of applicable taxes) of the Issuer's Class B Common Stock. The remaining unvested restricted stock unit award vests in accordance with the following two year vesting schedule: 25% of the total units shall vest on each of the third and fourth annual anniversaries, respectively, of the 2014 RSU Grant Date. Fifty percent (50%) of the total restricted stock units not already vested as of the date of a Change in Control (as such term is defined in the restricted stock unit agreement) will become vested upon the occurrence of a Change of Control.

3. Original restricted stock unit award of 40,000 units effective April 1, 2015 (the "2015 RSU Grant Date"). Each restricted stock unit represents a contingent right to receive one share of the Issuer's Class B Common Stock upon satisfaction of the vesting considerations. 10,000 of such original restricted stock units have vested and were surrendered in exchange for 7,181 shares (net of applicable taxes) of the Issuer's Class B Common Stock. The remaining unvested restricted stock unit award vests in accordance with the following three year vesting schedule: 25% of the total units shall vest on each of the second, third and fourth annual anniversaries, respectively, of the 2015 RSU Grant Date. Fifty percent (50%) of the total restricted stock units not already vested as of the date of a Change in Control (as such term is defined in the restricted stock unit agreement) will become vested upon the occurrence of a Change of Control.

4. Immediate exercisability.

5. Option grant effective March 8, 2013 ("2013 Option Grant Date"). 25% of the options will vest on the first annual anniversary of the 2013 Option Grant Date. Thereafter, 1/12 of the remaining options will vest quarterly for the following three years. Fifty percent (50%) of the total options not already vested as of the date of a Change in Control (as such term is defined in the stock option agreement) will become vested upon the occurrence of a Change of Control.

6. Option grant effective April 4, 2014 ("2014 Option Grant Date"). 25% of the options will vest on the first annual anniversary of the 2014 Option Grant Date. Thereafter, 1/12 of the remaining options will vest quarterly for the following three years. Fifty percent (50%) of the total options not already vested as of the date of a Change in Control (as such term is defined in the stock option agreement) will become vested upon the occurrence of a Change of Control.

7. Option grant effective April 1, 2015 ("2015 Option Grant Date"). 25% of the options will vest on the first annual anniversary of the 2015 Option Grant Date. Thereafter, 1/12 of the remaining options will vest quarterly for the following three years. Fifty percent (50%) of the total options not already vested as of the date of a Change in Control (as such term is defined in the stock option agreement) will become vested upon the occurrence of a Change of Control.

8. Option grant effective February 1, 2013 ("Feb 2013 Option Grant Date"). 25% of the options will vest on the first annual anniversary of the Feb 2013 Option Grant Date. Thereafter, 1/12 of the remaining options will vest quarterly for the following three years.

9. Option grant effective April 2, 2013 ("Apr 2013 Option Grant Date"). 25% of the options will vest on the first annual anniversary of the Apr 2013 Option Grant Date. Thereafter, 1/12 of the remaining

options will vest quarterly for the following three years.

10. Option grant effective the 2014 Option Grant Date. 25% of the options will vest on the first annual anniversary of the 2014 Option Grant Date. Thereafter, 1/12 of the remaining options will vest quarterly for the following three years.

**Remarks:**

Ethan Caldwell, Attorney-in-  
Fact For: Ziad Ismail      04/22/2016

\*\* Signature of Reporting Person      Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

\* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.**

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Ethan A. Caldwell of Marchex, Inc. (the "Company") and Michelle D. Paterniti of DLA Piper LLP (US), or either of them signing singly, and with full power of substitution, the undersigned's true and lawful attorney in fact to:

- (1) prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of reports required by Section 16(a) of the Securities Exchange Act of 1934 or any rule or regulation of the SEC;
- (2) execute for and on behalf of the undersigned, in the undersigned's capacity as an officer and/or director of the Company, Forms 3, 4, and 5 in accordance with Section 16(a) of the Securities Exchange Act of 1934 and the rules thereunder;
- (3) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Form 3, 4, or 5, complete and execute any amendment or amendments thereto, and timely file such form with the SEC and any stock exchange or similar authority; and
- (4) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney in fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney in fact on behalf of the undersigned pursuant to this power of attorney shall be in such form and shall contain such terms and conditions as such attorney in fact may approve in such attorney in fact's discretion.

The undersigned hereby grants to each such attorney in fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney in fact, or such attorney in fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys in fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Securities Exchange Act of 1934.

This power of attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4, and 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys in fact.

IN WITNESS WHEREOF, the undersigned has caused this power of attorney to be executed as of this 1st day of April 2016.

/s/ Ziad Ismail  
Signature

Ziad Ismail  
Print Name